

AGREEMENT BETWEEN CITY OF SUNNYVALE AND SVL

THIS AGREEMENT dated July 1, 2004 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SVL ("GROUP").

WHEREAS the CITY desires to support independent organizations providing services beneficial to the Community; and

WHEREAS SVL wishes to provide non-profit services to benefit the CITY not otherwise offered or duplicated by the City of Sunnyvale; and

WHEREAS SVL wishes to use the City facilities and City staff for that purpose at no cost; and

WHEREAS SVL wishes to assist the CITY in providing Council-approved service delivery to the public in exchange for a reduced rate; and

WHEREAS, the parties desire to continue such arrangement up to June 30, 2006, under the terms and conditions specified in this Agreement,

NOW THEREFORE, in accordance with the CITY's Relationships with Outside Groups Policy, the CITY and SVL enter into this Agreement.

1. Obligations of CITY

CITY shall provide SVL facilities use as noted below, without any special cleaning or building preparations during the following dates and times in FY 2004/05:

Murphy Park Building, 7:30 AM - 5 PM

- October 14, 2004

Public Safety Headquarters Training classroom, 8:30 AM - 1:30PM

- September 18, 2004
- October 16, 2004
- November 13, 2004
- December 11, 2004
- January 22, 2005
- February 12, 2005
- March 19, 2005
- April 23, 2005
- May 14, 2005

Community Center, Room 20, 6:00 - 7:30 PM

- July 13, 2004
- August 10, 2004
- September 14, 2004
- October 12, 2004
- November 9, 2004
- December 14, 2004
- January 11, 2005
- February 8, 2005
- March 8, 2005
- April 12, 2005
- May 10, 2005
- June 14, 2005

Community Center Conference Room, 6:00 - 7:30 PM

- July 12, 2004
- August 2, 2004
- September 13, 2004
- October 4, 2004
- November 1, 2004
- December 6, 2004
- January 3, 2005
- February 7, 2005
- March 7, 2005
- April 4, 2005
- May 2, 2005
- June 6, 2005

As available, CITY shall provide SVL with appropriate staff for approximately 24 hours of presentations on City-related business. City to determine appropriate staff based on topic requested.

CITY shall provide one City staff member to attend *Leadership Sunnyvale* at a tuition rate of \$1,600.

2. Obligations of SVL

GROUP shall provide proof of non-profit status and shall remain non-profit during the life of this Agreement.

GROUP shall maintain a Board of Directors of at least 51% Sunnyvale residents.

GROUP shall train a minimum of 18 Sunnyvale community members in the *Leadership Sunnyvale* program.

GROUP shall comply with all Federal, State and local laws.

GROUP shall comply with all CITY rental use policies.

GROUP shall leave the building in the same or better condition then it was found.

GROUP shall maintain insurance in accordance with Section 7 below.

GROUP shall provide the following services at no cost to the CITY:

GROUP (alumni, staff and/or board members) shall provide a minimum of fifty (50) volunteer hours per year to the City. The CITY shall determine volunteer activities.

GROUP shall limit its use of City facilities to the activities identified directly above.

GROUP shall train one City staff member at a cost of \$1,600.

3. Conflicts of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement GROUP shall not accept employment or an obligation which is inconsistent or incompatible with GROUP's obligations under this Agreement.

4. Compliance with Laws

GROUP shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, gender, age (persons 40 years of age or older), disability, national origin or any other basis to the extent prohibited by federal, state or local law.

GROUP shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting performance of the Agreement.

5. Independent CONTRACTOR

GROUP is acting as an independent contractor in furnishing any services or materials and performing work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of

employer and employee between CITY and GROUP. GROUP is responsible for paying all required state and federal taxes.

6. Indemnity

GROUP agrees to indemnify and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of GROUP, its officers, employees, agents, GROUP, subgroups or any officer, agent or employee thereof in relation to GROUP's performance under this Agreement.

7. Insurance

GROUP shall, at its own cost, take out and maintain without interruption during the life of this Agreement in such form and with a company or companies satisfactory to the CITY policies of the following types of insurance:

- a) Combined single limit coverage applying to bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000) providing coverage on an "occurrence" basis and not an "accident" basis; provided, however, CITY shall be named as an additional insured in all insurance policies.
- b) Worker's compensation insurance and employer's liability insurance for all employees of Licensee.

8. CITY Representative

The Manager of Neighborhood and Community Services or such other person as may be designated by the City Manager, shall represent CITY as the City Manager's authorized representative in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

9. GROUP Representative

The President of the SVL Board of Directors shall represent GROUP in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of GROUP pertaining to the services or materials

to be rendered under this Agreement shall be coordinated through the GROUP representative.

10. Notices

All notices required by this Agreement shall be in writing and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: City Manager
 CITY OF SUNNYVALE
 PO Box 3707
 Sunnyvale, CA 94088-3707
 (408) 730-7480

To GROUP: President, SVL
 P.O. Box 61435
 Sunnyvale, CA 94008

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation or a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event, communication is deemed to occur on the next mail service day.

11. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

12. Duration of Agreement

This Agreement shall continue from the date of execution for a period of two (2) years, unless otherwise terminated in accordance with Section 13 below.

13. Termination

If GROUP defaults in the performance of this Agreement or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to GROUP.

Without limitation to such rights or remedies as CITY shall otherwise have by law, either party shall have the right to terminate this Agreement for any reason upon ninety (90) days' written notice before the event to the other party.

14. Entire Agreement; Amendment

This writing constitutes the entire Agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

15. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

ATTEST:

CITY CLERK

CITY OF SUNNYVALE ("CITY")

Deputy City Clerk

By _____
City Manager

APPROVED AS TO FORM:

City Attorney

SVL

By _____
Margaret Lawson, President